

CITY OF LOS ANGELES  
INTER-DEPARTMENTAL CORRESPONDENCE



Date: April 29, 2013

To: Honorable Members of the City Council

From: James G. Featherstone, General Manager  
Emergency Management Department

A handwritten signature in black ink, appearing to be "James G. Featherstone", written over the printed name in the "From:" field.

Subject: **ACCEPTANCE OF FISCAL YEAR 2012 EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Transmitted herewith for consideration by the City Council is a request to retroactively accept \$607,139 from U.S. Department of Homeland Security (DHS) Fiscal Year 2012 Emergency Management Performance Grant (EMPG) for a term of 12 months, July 1, 2012 through June 30, 2013.

### **Background**

Los Angeles has received federal grant monies distributed through the State of California, commonly referred to as Emergency Management Performance Grant (EMPG) program funds for more than twenty years. The goal of the EMPG program is to assist States and Urban Areas in achieving the target levels of capability to sustain and enhance the effectiveness of their emergency management programs.

The State of California, through the California Emergency Management Agency (CalEMA) distributes the funds to all counties on a baseline plus per capita basis. The County of Los Angeles, as a subrecipient of the State, uses a similar distribution formula. Through this formula, the City receives approximately 40% of the county's allocation. The specific dollar figure changes each year based on the state's allocation from the federal grantor, the Federal Emergency Management Agency (FEMA). The state and county use all available management and administration (M&A) funds. No M&A funds are passed through to the City or other subrecipient agencies.

The EMPG program is a reimbursement based grant. The annual receipt of EMPG funds are reflected as revenue within the EMD budget (Dept 35). The EMPG requires a "dollar for dollar match" that the City has met through its General Funded emergency management program allocations from a combination of expenditures from Council controlled and Proprietary Departments. To meet the match, the grant allows salaries, equipment and other expenses related to the development and support of the recipient agency's emergency management program. Past documentation provided to support the match has included staffing within the

EMD (Dept 35), program expenditures through the Emergency Operations Fund (EOF) (Dept. 34), and salary expenses from other General Funded and proprietary City departments.

The Fiscal Year 2012 EMPG program allocates the City of Los Angeles, designated as Disaster Management Area H (Area H) \$607,139. This allocation requires a demonstrated matching expense of \$1,214,278 of City funds. All expense and match expenditures must be documented as complete within the allowable grant performance period of 7/1/2012 through 6/30/2013.

To meet the FY 2012 required match for this grant allocation, EMD has been working in coordination with the Department Water and Power (DWP). DWP emergency management personnel are directly involved in emergency planning, training and exercise, and community preparedness. Their expenses qualify as an allowable match contribution. All direct and match expenditures are specifically listed in the FY 2012 EMPG Budget Summary (attached).

All EMPG subrecipients within the County of Los Angeles are required to have a signed Subrecipient Agreement. This requirement resulted from a State of California 2008 EMPG grant monitoring evaluation of the County's EMPG program. The General Manager of Emergency Management Department (EMD) is the Designated Applicant Agent for this grant program (CF 02-2220). As the Agent, EMD ensures all grant and contracting requirements are met.

On January 3, 2013, the County of Los Angeles received notification from CalEMA that they were approved an allocation of \$2,121,650 from the FY 2012 EMPG program. This was based on their September 18, 2012, application for FY 2012 EMPG grant funds. On March 12, 2013, the Los Angeles County Board of Supervisors accepted this grant allocation. On March 29, 2013, the County of Los Angeles Office of Emergency Management forwarded their notice of grant allocation to EMD with the required Subrecipient Agreement and supporting documentation related to grant administration.

As the City's Agent, EMD asks that the City Council approve the retroactive acceptance of the FY 2012 EMPG allocation and, in coordination with the City Administrative Officer and Office of the City Attorney, process all necessary contracting documents required of subrecipients.

Therefore, EMD requests the Los Angeles City Council, subject to the approval of the Mayor:

Authorize the General Manager of EMD to retroactively accept the 2012 Emergency Management Performance Grant (EMPG) award from the Federal Emergency Management Agency (FEMA) and execute the subrecipient grant agreement with the County of Los Angeles in the amount of \$607,139 for the term July 1, 2012 through June 30, 2013 and in substantially the form as attached hereto, subject to the approval of the City Attorney as to form and legality;

Authorize EMD to deposit the EMPG grant funds received under this subrecipient agreement into the General Fund 100, Department 35, Revenue Source Code 3702 "Emergency Management Assistance;"

Authorize EMD to prepare Controller instructions and/or make technical adjustments that may be required and are consistent with this action, subject to approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

With the approval of the City Council, EMD will coordinate final review of the proposed subrecipient contract with the Office of the City Attorney and Office of the Mayor. Immediately following contract completion, EMD will process the necessary reimbursement request to the County of Los Angeles.

If there are any questions, please call Anna Burton at 213-484-4822.

**Attachments**

- A - 2012 Emergency Management Performance Grant Budget Summary of Area H
- B - 2012 Emergency Management Performance Grant Subrecipient Agreement

cc: Eileen Decker

Attachment A

**FY 2012 Emergency Management Performance Grant (EMPG)  
BUDGET SUMMARY  
Area H / City of Los Angeles Match Calculation**

Authorized Applicant: City of Los Angeles Emergency Management Department  
 Disaster Management Area H  
 FY 2012-13  
 Budget Summary

Performance Period July 1, 2012 - June 30, 2013  
 Original allocation to City of Los Angeles (Area H): \$607,139.00  
 Match Required \$607,139.00  
 City of Los Angeles Total Documented Expense \$1,214,278.00

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**Direct Expenses:**

Title	Department	Direct Salary Expense
Emergency Management Coordinator Salaries	EMD Department 35	\$610,584.77
<b>Direct Expense Total</b>		<b>\$610,584.77</b>

**Match Expenses**

Title	Department	Direct Salary Expense
Software and training materials	Emergency Operations Fund	\$194,211.50
Emergency Management Coordinator	Department of Water and Power	\$465,345.65
Emergency Management Department	EMD Department 35	\$70,758.35
<b>Match Expense Total</b>		<b>\$730,315.50</b>



Attachment B

**Subrecipient Agreement**

**Between the County of Los Angeles and**

**City of Los Angeles**

**(Disaster Management Area H)**

**Grant Year 2012**

**Emergency Management Performance Grant**

**SUBRECIPIENT AGREEMENT  
BETWEEN THE COUNTY OF LOS ANGELES  
AND  
THE CITY OF LOS ANGELES  
(DISASTER MANAGEMENT AREA H)**

THIS AGREEMENT (Agreement) is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Los Angeles (Disaster Management Area H), a municipal corporation (the "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 28 C.F.R. through the Office of Grants and Training (G&T), has provided financial assistance from the Homeland Security Grant Program, Catalog of Federal Domestic Assistance (CFDA) No. 97.042, directly to the California Emergency Management Agency (Cal EMA) for the 2012 Emergency Management Performance Grant (EMPG) program; and

WHEREAS, Cal EMA provides said funds to the Los Angeles County Chief Executive Officer (CEO), on behalf of the County of Los Angeles, as its Subgrantee, and CEO is responsible for managing the grant and overseeing the funds which are distributed, by CEO, to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to provide resources to sustain and enhance all-hazards emergency management capabilities of the Subrecipient, and to assist Subrecipient in building effective prevention and response capabilities for an effective and consistent response to any threatened or actual disaster or emergency, regardless of the cause; and

WHEREAS, the County as Subgrantee has obtained approval of an EMPG 2012 Grant from Cal EMA for the Subrecipient in the amount of \$607,139; and

WHEREAS, the CEO now wishes to distribute EMPG funds to the Subrecipient, as further detailed in this Agreement; and

WHEREAS, the CEO, on behalf of the County, is authorized to enter into subrecipient agreements with Disaster Management Areas providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the sub-recipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County Board of Supervisors on March 12, 2013 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. The City of Los Angeles (Disaster Management Area H), a municipal corporation, having its principal office at 200 North Spring Street, Room 1533, Los Angeles, CA 90012.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the County of Los Angeles shall be, unless otherwise stated in this Agreement:

Ronald E. Wade, Acting Administrator  
 Office of Emergency Management  
 1275 N. Eastern Avenue  
 Los Angeles, CA 90063  
 Phone: (323) 980-2270  
 Fax: (323) 881-6897  
 rwade@ceooem.lacounty.gov

With a copy to:  
 Ashu Palta, Grants Manager  
 Chief Executive Office, Los Angeles County (LAC)  
 1275 North Eastern Avenue  
 Los Angeles, CA 90063  
 Telephone: (323) 980-2268  
 Fax: (323) 980-881-6897  
 apalta@ceooem.lacounty.gov

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The representative of the County of Los Angeles for programmatic and Operational issues shall be, unless otherwise stated in this Agreement:

Ashu Palta, Grants Manager  
Chief Executive Office, Los Angeles County (LAC)  
1275 North Eastern Avenue  
Los Angeles, CA 90063  
Telephone: (323) 980-2268  
Fax: (323) 980-881-6897  
apalta@ceooem.lacounty.gov

2. The representative of Subrecipient shall be:

Name and Title:	James G. Featherstone, General Manager
Organization	City of Los Angeles Emergency Management Department
Address:	200 North Spring Street, Room 1533
City/State/Zip:	Los Angeles, California 90012
Phone:	213-484-4821
Fax:	213-237-9938
Email	james.featherstone@lacity.org

With a copy to:

Name and Title:  
Organization  
Address:  
City/State/Zip:  
Phone:  
Fax:  
Email

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

1. Notwithstanding the provisions of §102 B above, quarterly performance reports, quarterly reimbursement requests, supporting documentation and any communications related thereto may be submitted via E-mail by either party.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. No employee of Subrecipient is or shall be an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certifications and Disclosures Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.

SECTION II  
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

County and Subrecipient agree that the performance period for the services being provided under this Agreement shall be from July 1, 2012 to June 30, 2013.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved program narrative, for the EMGP FY 2012 Grant, which has been approved by the California Emergency Management Agency, hereafter Cal EMA. This information is contained in a copy of the final grant application to



Cal EMA, and the award letter from Cal EMA, attached hereto as Exhibit E and made a part hereof.

Any request by Subrecipient to modify the program narrative must be made in writing with the appropriate justification and submitted to County for approval. If during the County's review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not respond, CEO will issue a letter indicating that the requested modification will be denied. Modifications must be approved in writing by the County of Los Angeles and CalEMA during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient shall utilize grant funds in accordance with all Federal regulations and State guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient shall review the Federal Debarment Listing at <http://www.epls.gov/epls/search> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Each DMA shall follow its own internal purchasing policies or the purchasing policies of the Area lead agency.
- E. This paragraph intentionally left blank.
- F. Subrecipient shall provide quarterly status reports to CEO indicating their progress on meeting the program goals shown in Exhibit E and the submission of claims for reimbursement along with any reports requested by the County of Los Angeles regarding performance of this Agreement. Reports shall be in the form requested by the County of Los Angeles, and shall be provided by the 15<sup>th</sup> of the month following the end of the quarter.
- G. Subrecipient shall provide to the County of Los Angeles a copy of their Annual Single Audit Report, if applicable, as required by Office of Management and Budget circular A-133, to CEO no later than March 31<sup>st</sup> of the year following the reporting period.
- H. Subrecipient shall provide a Corrective Action Plan to CEO within 30 days of any audit finding.
- I. Subrecipient will be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal EMA grant program requirements and with the Program Narrative as shown in the Final Grant Application and Award Letter (Exhibit E). Said monitoring will include, at a minimum, one on-site visit during the term of this Agreement. County will provide a minimum of ten working days advance notice of said on-site visit, if possible.

- J. Any equipment acquired pursuant to this Agreement shall be authorized in FY 2012 G&T Authorized Equipment List (AEL) available online at <http://www.rkb.us>. Subrecipient shall provide the County of Los Angeles a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the EMPG 2012 Grant can be found at OMB Circular A-102, Title 28 C.F.R. Part 66.36, and Office of G&T Financial Guide.

Any equipment acquired or obtained with grant funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
  2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
  3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- K. Equipment acquired pursuant to this Agreement shall be subject to the requirements of Title 28, C.F.R. 66.32, 66.33 and Office of G&T Financial Guide. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000, but acquired under the "Equipment" category of the Grant shall also be listed on any required Equipment Ledger.
1. Equipment shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
  2. Subrecipient shall make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
  3. An equipment ledger shall be maintained listing each item of equipment acquired with EMPG funds. The equipment ledger must be kept up to date at all times. Any changes shall be recorded in the Ledger within ten (10) business days and the updated ledger is to be forwarded to the CEO. The equipment ledger shall include: (a) description of the item of Equipment, (b) manufacturer's model and serial number, (c) Federal stock

number, national stock number, or other identification number; (d) the fund source/grant year of acquisition of the Equipment, including the award number, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) location and condition of Equipment and (h) disposition data, including date and sale price, if applicable. Records must be retained pursuant to Title 28 C.F.R. Part 66.42.

4. All Equipment obtained under this Agreement shall have an appropriate identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
5. A physical inventory of the Equipment shall be taken by the Subrecipient and the results reconciled with the Equipment Ledger at least once every year or prior to any site visit by State or Federal auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Ledger to the County of Los Angeles, in the frequency as above.
- L. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in the Cal EMA FY 2012 Emergency Management Performance Grant Program, Guidance and Application Kit or subsequent grant year programs. EMPG funds may be used for a range of emergency management planning activities, including program evaluations.
- M. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in the Cal EMA FY 2012 Emergency Management Performance Grant Program, Guidance and Application Kit. EMPG funds may be used for a range of emergency management-related training activities to enhance the capabilities of State and local emergency management personnel through the establishment, support, conduct and attendance of training.
- N. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in the Cal EMA FY 2012 Emergency Management Performance Grant Program, Guidance and Application Kit. EMPG funds may be used to design, develop, conduct, and evaluate emergency management related exercises.
- O. Any organization activities paid pursuant to this Agreement shall conform to the guidelines, if any, as listed in FY 2012 Emergency Management Performance Grants, Guidance and Application Kit.

### SECTION III

#### PAYMENT

##### §301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles shall reimburse Subrecipient the grant amount of \$607,139.00 as eligible expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County. All expenditures shall be

for the purchase of personnel services, exercises, training, planning, equipment and operating expenses as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in FY 2012.

- B. Subrecipient shall submit invoices to the County of Los Angeles Chief Executive Office requesting payment on a quarterly basis, following costs being incurred and paid, and the required supporting documentation is available. Said timeframe should be within fifteen (15) days of the end of each quarter and/or prescribed due dates by CEO and/or Cal EMA. Each reimbursement request shall be accompanied by the Reimbursement Request Checklist and Form (attached hereto as Exhibit F). All appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment and packing slips.

The County of Los Angeles shall pay eligible reimbursement to Subrecipient within thirty (30) calendar days of receipt of EMPG funds for Subrecipient from State.

- C. County may, at its discretion, and with Cal EMA approval, reallocate unexpended grant funds to another Subrecipient. Said reallocation may occur upon completion of an approved project, or by notification to County by Subrecipient that a portion of the grant funds identified in §301 A., above, will not be utilized. Notwithstanding the provisions of §503, below, any increase or decrease in the grant amount specified in §301 A., above, shall not require a written amendment to this Agreement.
- D. Payment of the final invoice shall be withheld by the County of Los Angeles until the County has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein. Reimbursement is dependent on State approval of the reimbursement claim and providing reimbursement funds to the County of Los Angeles for the Subrecipient.
- F. 1. County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to Federal, State or County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year.  
2. County shall make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

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## SECTION IV

### STANDARD PROVISIONS

#### §401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party.

#### §402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement shall be enforced and interpreted under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement shall not be affected thereby.

Applicable Federal or State requirements that are more restrictive shall be followed.

#### §403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

#### §404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### §405. Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the County of Los Angeles:



- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

**§406. Permits**

Subrecipient and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non renewal or restriction of licenses, certificates, or other documents.

**§407. Nondiscrimination and Affirmative Action**

Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient shall submit an Equal Employment Opportunity Plan ("EEO Plan") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §407 of this Agreement.

**§408. Indemnification**

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision shall apply and shall be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to

indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

**§409. Conflict of Interest**

A. The Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of the subcontractor is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family, business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" includes but is not limited to:
  - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

- C. The Subrecipient further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient shall disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and shall substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

**§410. Restriction on Disclosures**

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

**§411. Statutes and Regulations Applicable To All Grant Contracts**

- A. Subrecipient shall comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient shall comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

Subrecipient shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient shall, as applicable, adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.); OMB Circular A-133 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§ 12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient shall require that the language of this Certification be included in the award

documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient shall, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient shall, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.



8. Labor

Subrecipient shall, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient shall, as applicable, comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.

None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient shall, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient shall, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient shall comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient shall, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient shall, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient shall, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient shall, as applicable, ensure that the facilities under its ownership, lease or supervision which will be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

Subrecipient shall, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient shall, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient shall comply, as applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient shall, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

Subrecipient shall, as applicable, comply with Title 28 C.F.R. Volume 67, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment, attached here to as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the County of Los Angeles concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify accordingly.

13. Drug-Free Workplace

Subrecipient shall, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 28 Code of Federal Regulations (CFR) Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357, and Subrecipient shall complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify accordingly.

14. Lobbying Activities

Subrecipient shall, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient shall, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant

Subrecipient shall comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient shall, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 28 CFR Part 66; EO 12372; (Financial Management Guide US Department of Homeland Security Directorates Preparedness January 2006, *Financial Guide*; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as

appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

2. Travel Expenses

Subrecipient, as provided herein, shall be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Subrecipient's policies and procedures. For programmatic-related travel costs, Subrecipient's reimbursement rates shall not exceed the amounts established by the County of Los Angeles.

3. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2012 Program Guidance and Application Kit and in the "Grant Assurances", attached hereto as Exhibit D. By signing these Grant Assurances and accepting the Program Guidances, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. Subrecipient shall be liable to the Grantor for any funds the State or Federal government determines that Subrecipient used in violation of these Grant Assurances. Subrecipient shall indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

§412. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and shall be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.



## §413. Inventions, Patents and Copyrights

### A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient shall report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles shall report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State shall determine whether to seek protection on the Invention. The State shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

### B. Rights to Use Inventions

County of Los Angeles shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

### C. Copyright Policy

1. Unless otherwise provided by applicable Federal or State laws or requirements or by the terms of this Agreement, when copyrightable material (Material) is developed under this Agreement, the County of Los Angeles, at the County's discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

Nothing contained in this Agreement shall apply to intellectual property developed outside of the scope of this Agreement or outside of the employment of any individual that may be covered by this Agreement.

3. Subrecipient shall comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient shall comply with California Family Code Section 5230 et seq., as applicable.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all the Subrecipient's contractors and sub-contractors.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Termination for Convenience

A. Notice of Termination

This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of



IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
WILLIAM T FUJIOKA  
Chief Executive Officer

\_\_\_\_\_  
Date

By \_\_\_\_\_  
SACHI A. HAMAI  
Executive Officer, Board of Supervisors

By \_\_\_\_\_  
WENDY L. WATANABE  
Auditor-Controller

APPROVED AS TO FORM

JOHN F. KRATTLI  
County Counsel

BY \_\_\_\_\_  
Principal Deputy County Counsel

City of Los Angeles EMD

BY \_\_\_\_\_  
City Representative/Title  
JAMES G. FEATHERSTONE  
GM, Emergency Management Department

\_\_\_\_\_  
Date

APPROVED AS TO FORM

CARMEN A. TRUTANICH  
City Attorney

BY \_\_\_\_\_  
City Attorney (If Required)

\_\_\_\_\_  
Date

ATTEST

JUNE LAGMAY  
City Clerk

BY \_\_\_\_\_  
City Clerk (If Required)

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**CITIES COMPRISING DISASTER MANAGEMENT AREA H**

City of Los Angeles

## EXHIBITS

- Exhibit A Certification and Disclosures Regarding Lobbying
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions and
- Exhibit C Certification Regarding Drug-Free Workplace
- Exhibit D Grant Assurances
- Exhibit E Final Grant Application and Award Letter
- Exhibit F Reimbursement Request Checklist and Form

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# Exhibit A

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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.



10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract                  b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application                  b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing                  b. material change</p> <p><b>For Material Change Only:</b>                  Year _____ Quarter _____                  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee</p> <p style="text-align: center;">Tier, <i>if known</i>: _____</p> <p>Congressional District, <i>if known</i>: _____</p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, <i>if known</i>: _____</p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b> _____</p>	<p><b>9. Award Amount, if known:</b> _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity</b>                  (if individual, last name, first name, MI):                  (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p><b>b. Individuals Performing Services</b>                  (last name, first name, MI - include address if different from 10a)</p>	
<p><b>11. Amount of Payment (check all that apply) :</b>                  _____ <input type="checkbox"/> Actual                      <input type="checkbox"/> Planned</p>	<p><b>13. Type of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: _____</p> <p style="text-align: center;">nature _____ value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11:</b> (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>      <input checked="" type="radio"/> Yes                      <input type="radio"/> No</p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352.</b>                  This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____                  Name: _____                  Title: _____                  Telephone: _____  <span style="margin-left: 150px;">(area code)</span>                  Date: _____</p>
<p><b>Federal Use Only:</b></p>		<p><b>Authorized for Local Reproduction                  Standard Form – LLL</b></p>

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONCONTINUATION SHEET**

**Continuation of 10 a-b:** additional sheets may be added if necessary

Reporting Entity:

_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip

**Continuation of 14:** (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

Authorized for Local Reproduction  
Standard Form – LLL-A

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# Exhibit B

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**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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# Exhibit C

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## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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Typed Name and Title of Certification Official

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Signature

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Date



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# Exhibit D

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# **FY12 Emergency Management Performance Grant Agreement Articles, Assurances, Certifications, Terms, and Conditions**

## **FEDERAL AGREEMENT ARTICLES**

### **Article I - Administrative Requirements**

The administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

### **Article II - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree-and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS. 2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. 6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

### **Article III - Lobbying Prohibitions**

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.

#### **Article IV - Acknowledgement of Federal Funding from DHS**

All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article V - Copyright**

All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

#### **Article VI - Use of DHS Seal, Logo and Flags**

All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article VII - Activities Conducted Abroad**

All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article VIII - Fly America Act of 1974**

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article IX - GPD - Drug-Free Workplace Regulations**

All recipients of financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 44 CFR Part 17.

#### **Article X - GPD - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced

labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR § 175.15.

**Article XI - Civil Rights Act of 1964**

All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article XII - Civil Right Act of 1968**

All recipients of financial assistance will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).

**Article XIII - Americans with Disabilities Act of 1990**

All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

**Article XIV - Age Discrimination Act of 1975**

All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article XV - Title IX of the Education Amendments of 1972**

All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

**Article XVI - Rehabilitation Act of 1973**

All recipients of financial assistance will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

**Article XVII - Limited English Proficiency**

All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

#### **Article XVIII - Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. § 2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

#### **Article XIX - Clean Air Act of 1970 and Clean Water Act of 1977**

All recipients of financial assistance will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

#### **Article XX - Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

#### **Article XXI - National Environmental Policy Act (NEPA) of 1969**

All recipients of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

#### **Article XXII - National Flood Insurance Act of 1968**

All recipients of financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.

#### **Article XXIII - Flood Disaster Protection Act of 1973**

All recipients of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

#### **Article XXIV - Coastal Wetlands Planning, Protection, and Restoration Act of 1990**

All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

#### **Article XXV - USA Patriot Act of 2001**

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

#### **ASSURANCES**

The applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements. See Article I above. The applicant also specifically assures and certifies that it:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Controller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. See Article II above.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. See Articles XI, XII, XIII, XIV, XV, and XVI, above. In addition, the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-285), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. And any other nondiscrimination provisions in the specific statute(s) under which

application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and 111 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33.3), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more; and the National Flood Insurance Act of 1968. See Articles XXII and XXIII.
11. Will comply with environmental standards which may be prescribed pursuant to the following: institution of environmental quality control measures under NEPA as amended, see Article XXI; Article XIX; Article XXIV; and Executive Order (EO) 11514; notification of violating facilities pursuant to EO 11738; evaluation of flood hazards in floodplains in accordance with EO 11988; assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Any applicant that is proposing a construction project should pay special attention to the EHP requirements contained in Part VI (B, 5.7) of the Guidance.

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance. See Article XX.
15. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

17. Will comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. The adoption of the NIMS is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program. This includes all requirements, restrictions and regulations identified in the California Emergency Management Agency (Cal EMA) Fiscal Year 2012 Emergency Management Performance Grant (EMPG) Program - California Supplement to the Federal Program Funding Opportunity Announcement.
19. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
20. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
21. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
22. Will comply with Public Law (PL) 109-282 (Federal Funding Accountability and Transparency Act of 2006), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in FEMA GPD Information Bulletin NO. 350. If the subgrantee in the preceding year did not get 80% or more of its annual gross revenues from Federal Awards, and \$25M or more in annual gross revenues from Federal Awards, and the public does have access to information about the compensation of the senior executives of the entity, then the subgrantee is not subject to the FFATA Financial Disclosure requirements.

## **CERTIFICATIONS**

### **1. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. See Article III.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT):

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR, Part 17:

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. CERTIFICATIONS REGARDING DRUG-FREE WORKPLACE REQUIREMENTS: This certification commits the applicant to compliance with the certification requirements under 44 CFR, Part 17 *Government-wide Requirements for Drug-Free Workplace (Grants)*. See Article IX.

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

#### 4. SWEATFREE CODE OF CONDUCT:

- a. All applicants contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the subgrant have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The applicant further declares under penalty of

perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The applicant agrees to cooperate fully in providing reasonable access to the applicant's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

5. DOMESTIC PARTNERS: For subgrants executed or amended after July 1, 2004, the applicant may elect to offer domestic partner benefits to the applicant's employees in accordance with Public Contract Code section 10295.3. However, the applicant cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

## TERMS AND CONDITIONS

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Applicant needs to be aware of the following provisions regarding current or former state employees. If subgrantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

*Current State Employees (Public Contract Code §10410):*

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

*Former State Employees (Public Contract Code §10411):*

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If applicant violates any provisions of above paragraphs, such action by applicant shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Applicant needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and applicant affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Applicant assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. APPLICANT NAME CHANGE: An amendment is required to change the applicant's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the applicant shall not be:
  - (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
  - (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
  - (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and applicant may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the applicant has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective jurisdiction to the assurances and certifications listed above.

<i>Jurisdiction (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	

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# **Exhibit E**

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**Cal EMA**  
CALIFORNIA EMERGENCY  
MANAGEMENT AGENCY

December 27, 2012

CORRECTED NOTIFICATION

William T Fujioka  
Chief Executive Officer  
Los Angeles County  
500 West Temple Street  
Los Angeles, CA 90012

RECEIVED  
2013 JAN -3 AM 11:55  
CHIEF EXECUTIVE OFFICE

**Subject: Notification of Application Approval**  
FY12 Emergency Management Performance Grant  
Grant #2012-0027, Cal EMA #037-00000

Dear Mr. Fujioka:

California Emergency Management Agency (Cal EMA) has approved your grant application in the amount of **\$2,121,650.00**. A copy of your approved application is enclosed for your records. The award period for this grant can be found on the enclosed application.

Payment must be requested using the Financial Management Forms Workbook. Expenditures can only be made for items listed on your approved grant application.

This grant is subject to all policies and provisions of the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal EMA.

Quarterly reports must be prepared and submitted to Cal EMA for the duration of the grant period or until all activities are completed and the grant is formally closed. Failure to submit quarterly reports could result in grant reduction, suspension or termination.

Any activities requiring an Environmental and Historic Preservation (EHP) review and approval are prohibited from expending grant funds on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of grant funds.

If you have any questions regarding this letter, please contact the Grants Processing Section at (916) 845-8110.

Grants Processing Section

Enclosure

c: EMPG Coordinator  
Southern Region



M/L 575384

(Cal EMA Use Only)

Cal EMA # 037-0000

FIPS # 037-00000

Vendor Suffix # 02

CFDA # 97.042 EMPG

Grant # 2012-0027

CALIFORNIA EMERGENCY MANAGEMENT AGENCY  
GRANT AWARD FACE SHEET (Cal EMA 2-101)

The California Emergency Management Agency, hereafter designated Cal EMA, hereby makes a Grant Award of funds to the following:

1. Grant Recipient: County of Los Angeles		1a. DUNS #: 05238763	OK
In the amount and for the purpose and duration set forth in this Grant Award.			
2. Implementing Agency: CEO, Office of Emergency Management		2a. DUNS #: 829308332	
3. Implementing Agency Address:		4. Location of Project:	
Street: 1275 N. Eastern Ave.	City: Los Angeles	Zip Code + 4: 90063-3217	LA County Office of Emerg. Mgnt.
5. Disaster/Program Title: FY12 Emergency Management Performance Grant		6. Performance Period:	7/1/2012 to 6/30/2013 OK

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2012	7. EMPG		\$2,121,650			\$2,121,650	\$2,121,650	\$4,243,300
	8.						\$0	\$0
	9.						\$0	\$0
	10.						\$0	\$0
	11.						\$0	\$0
	12. TOTALS	\$0	\$2,121,650	\$2,121,650 OK	\$0	\$2,121,650	\$2,121,650	12G. Total Project Cost: \$4,243,300 OK

13. This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal EMA policy and program guidelines. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. Official Authorized to Sign for Applicant/Grant Recipient:		15. Federal Employer ID Number: 95-6000927		OK
Name: Keith Harrison	Title: Acting Administrator, Office of Emergency Management; Chief Program Specialist, CEO			
Telephone: 323-980-2261 (area code)	FAX: 323-881-6897 (area code)	Email: kharrison@ceaoem.lacounty.gov		
Payment Mailing Address: Los Angeles County, Attn: LA County Treasurer, P.O. Box 1859	City: Sacramento	Zip Code + 4: 95812-1859		
Signature: <i>OK Keith Harrison</i>	Date: 9/14/12			

(FOR Cal EMA USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

*Sara Stillwell* 9/19/12  
Cal EMA Fiscal Officer Date

*RSB* 9/21/12  
Cal EMA Secretary (or designee) Date

Yr / Chapter: 2012-13 / 21 PCA No: 14852  
Item: 0690-101-0890 Fed Cat #: 97.042  
Program: 40  
Title: Emergency Management Performance Grant  
Fund: Federal Trust  
Match Req: 50% on TPC  
Project No: 12 EMPG Amount \$2,121,650.00

DOC #  
EG120017

**CALIFORNIA EMERGENCY MANAGEMENT AGENCY  
AUTHORIZED BODY OF 5 - SIGNATURE AND CONTACT INFORMATION**

CFDA # **97.042**

*Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.*

**County of Los Angeles**

2012-0027  
037-0000

Position	Signature	Printed Name	Title	Phone	Email
County Public Health Officer					
County Fire Chief					
Municipal Fire Chief					
County Sheriff					
Chief of Police					
Additional Position (Optional)					
Additional Position (Optional)					

Authorized Agent's Name	Title	Mailing Address	City	State	Zip	Phone	Email
Keith Harrison	ACTING Administrator, OEM; Chief Program Specialist, CEO	1275 N. Eastern Ave.	Los Angeles	CA	90063	323-980-2269	kharrison@CE00EM.LACOUNTY.GOV
Ronald E. Wade	Assistant Administrator, OEM; Chief Program Specialist, CEO	1275 N. Eastern Ave.	Los Angeles	CA	90063	323-980-2270	rwade@CE00EM.LACOUNTY.GOV
Steve Leberman	Assistant Administrator, OEM; Manager, CEO	1275 N. Eastern Ave.	Los Angeles	CA	90063	323-980-2255	sleberman@CE00EM.LACOUNTY.GOV
Contact's Name	Title	Mailing Address	City	State	Zip	Phone	Email
Ashli Palta	Program Manager, CEO Program Specialist III	1275 N. Eastern Ave.	Los Angeles	CA	90063	323-980-2268	apal@CE00EM.LACOUNTY.GOV





CALIFORNIA EMERGENCY MANAGEMENT AGENCY

PROJECT DESCRIPTIONS

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CFDA #

97.042 EMPG

County of Los Angeles

2012-0027  
037-0000

Project	State Investment Justification Goals and Objectives	Project Description	Need	Project Milestone & Justifications
Project A	<p>Cal EMA Goals and Objectives: 1.1, 1.3, 3.1 &amp; 5.4 National Preparedness Goal Core Capabilities: Prevention - Planning; Protection - Operational Coordination; Response - Public and Private Services and Resources</p>	<p>Strengthen information sharing and collaboration among all levels of government, private industry, non-governmental and community-based organizations by conducting or participating in regional meetings, workshops and other networking opportunities to discuss emergency management related topics/best practices.</p>	<p>This investment was developed collaboratively through a series of meetings with regional representatives throughout the Operational Area. This investment continues to strengthen information sharing and collaboration among all levels of government, private industry, non-governmental and community organizations to ensure that appropriate communication pathways are maintained to identify and counter all natural and man-made emergencies by effectively funding emergency management S&amp;EBs, operating expenses and emergency management supplies and equipment.</p>	<p>At the 6 month mark, this project will be 25% complete and \$496,551 funds will be expended. At the 12 month mark, this project will be 100% complete and \$1,986,205 funds will be expended. At the 18 month mark, this project will be ___% complete and \$___ funds will be expended.</p>
Project B	<p>Cal EMA Goals and Objectives: 2.2, 2.4 &amp; 5.3 National Preparedness Goal Core Capabilities: Prevention - Planning; Mitigation - Operational Coordination</p>	<p>Strengthen regional preparedness and collaboration to prevent, mitigate, respond to, and recover from all-hazard emergencies. This effort will consist of an Operational Area wide effort to build capacity by attending emergency management related conferences and workshops and using the knowledge gained in the development or updating of emergency plans, annexes, and supporting documents for the government, private industry, and non-governmental organizations in the Operational Area.</p>	<p>This investment was developed collaboratively through a series of meetings with regional representatives throughout the Operational Area. This investment provides a broad set of regionally coordinated planning capabilities that mitigate risk by enhancing the awareness and preparedness of the Regions emergency management community. Through the knowledge gained by attending and participating in various emergency management conferences and workshops, coordinated planning efforts will be developed, gaps in plans, annexes and supporting documents will be addressed and communication protocols will be sustained and or enhanced.</p>	<p>At the 6 month mark, this project will be 25% complete and \$10,000 funds will be expended. At the 12 month mark, this project will be 100% complete and \$41,000 funds will be expended. At the 18 month mark, this project will be ___% complete and \$___ funds will be expended.</p>
Project C	<p>Cal EMA Goals and Objectives: 2.6, 3.3, 5.1 &amp; 5.2 National Preparedness Goal Core Capabilities: Prevention - Planning; Mitigation - Operational Coordination</p>	<p>Guidance and support for enhancing primary and alternate Emergency Operations Centers (EOCs) to increase regional readiness and expand training and exercises across all mission areas, while enhancing professional training for emergency management disciplines.</p>	<p>This investment was developed collaboratively through a series of meetings with regional representatives throughout the Operational Area. This investment increases regional readiness by enhancing professional training for emergency management disciplines as well as enhancing the capabilities of primary and alternate EOCs and ensures that all EOC facilities are appropriately prepared to address the operational area needs of any natural or man-made emergency.</p>	<p>At the 6-month mark, this project will be 25% complete and \$10,000 funds will be expended. At the 12-month mark, this project will be 100% complete and \$41,000 funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.</p>

Project	State Investment Justification Goals and Objectives	Project Description	Need	Project Milestone Calculations
Project D	<p>Cal EMA Goals and Objectives: 3.7 National Preparedness Goal Core Capabilities: Protection-Intelligence and Information Sharing; Response - Operational Communication</p>	<p>Strengthen the interoperability, flow and security of real-time data, voice, and video across agencies, disciplines, and jurisdictions in order to manage and coordinate response to catastrophic events of national significance, utilizing an all hazards approach with and emphasis on terrorism.</p>	<p>This project improves the communication equipment used by emergency management organization to share information on emergency management activities throughout the region. This project will help address specific critical gaps in capabilities and achieves progress towards a comprehensive regional emergency management communication infrastructure. This investment was developed collaboratively through a series of regional meetings throughout the Operational Area.</p>	<p>At the 6-month mark, this project will be 0% complete and \$0.00 funds will be expended. At the 12-month mark, this project will be 100% complete and \$1,700 funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.</p>
Project E	<p>Cal EMA Goals and Objectives: 2.3 National Preparedness Goal Core Capabilities: Mitigation- Community Resilience</p>	<p>Encourage citizen preparedness while integrating the needs of vulnerable populations. Provide education regarding the hazards facing Californians, the role of the emergency management community and what to expect when a disaster occurs. Provide training, tools and resources and plans to help prepare citizens for disasters</p>	<p>This investment was developed collaboratively through a series of meetings with regional representatives throughout the Operational Area. This investment provides resources to enhance preparedness activities through funding of Citizen Core programs including CERT as well developing and disseminating emergency preparedness and awareness materials.</p>	<p>At the 6-month mark, this project will be 0% complete and \$0.00 funds will be expended. At the 12-month mark, this project will be 100% complete and \$21,745 funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.</p>
Project F	<p>Investment Goal Objective</p>			<p>At the 6-month mark, this project will be ___% complete and \$___ funds will be expended. At the 12-month mark, this project will be ___% complete and \$___ funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.</p>
Project G	<p>Investment Goal Objective</p>			<p>At the 6-month mark, this project will be ___% complete and \$___ funds will be expended. At the 12-month mark, this project will be ___% complete and \$___ funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.</p>

Grant Type: <u>EMERG</u>
FY: _____
Subgrantee: <u>Los Angeles County</u>
RESID: <u>037-00000</u>
Initials & Date: <u>TKA 7/7/12</u>

**GOVERNING BODY RESOLUTION**

BE IT RESOLVED BY THE \_\_\_\_\_ Board of Supervisors  
(Governing Body)

OF THE \_\_\_\_\_ County of Los Angeles \_\_\_\_\_ THAT  
(Name of Applicant)

\_\_\_\_\_, Chief Executive Officer \_\_\_\_\_ OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_, Chief Deputy Chief Executive Officer \_\_\_\_\_ OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_, Senior Assistant Chief Executive Officer \_\_\_\_\_ OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_, Chief Program Specialist, Chief Executive Office \_\_\_\_\_  
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California.

Passed and approved this 15th day of May, 20 12

**Certification**

I, Zev Yaroslavsky, duly appointed and \_\_\_\_\_  
(Name)  
Chairman of the Los Angeles County Board of Supervisors  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Supervisors of the County of Los Angeles on the \_\_\_\_\_  
(Governing body) (Name of Applicant)  
15th day of May, 20 12



ATTEST: SACHI A. HAMAI  
EXECUTIVE OFFICER  
CLERK OF THE BOARD OF SUPERVISORS

Lachelle Smith, Deputy

\_\_\_\_\_  
Chairman, Board of Supervisors  
(Official Position)  
Zev Yaroslavsky  
(Signature)  
May 15, 2012  
(Date)

**RECEIVED**

**JUN 26 2012**

CALIFORNIA EMERGENCY  
MANAGEMENT AGENCY

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

PROJECT LEDGER

Alterations to this document may result in delayed application approval, mobilization requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook. Warning! Decimal usage is not allowed. Attempts to use decimals will prompt error message.

County of Los Angeles

2012-0027  
037-0000

CFDA #

97.042 EMPG

LEDGER TYPE:	Initial Application
Today's Date:	September 14, 2012

Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Total Approved	Remaining Balance	Percentage Complete
1	A	Area A Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	4,458		4,458	4,458	4,458	2,121,650	
2	A	Area A Operating Expenses	EMPG	EMG	Organization	EMPG-Day to day activities/operations that support emergency management	6,000		6,000	6,000	6,000	6,000	
3	A	Area A Cots for Shelters	EMPG	EMG	Equipment	Medical	16,000		16,000	16,000	16,000	16,000	
4	E	Area A Cert Supplies	EMPG	EMG	Planning	Community Outreach	5,000		5,000	5,000	5,000	5,000	
5	A	Area B Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	65,563		65,563	65,563	65,563	65,563	
6	A	Area B Operating Expenses	EMPG	EMG	Organization	EMPG-Day to day activities/operations that support emergency management	22,675		22,675	22,675	22,675	22,675	
7	A	Area C Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	88,000		88,000	88,000	88,000	88,000	
8	A	Area C Operating Expenses	EMPG	EMG	Organization	EMPG-Day to day activities/operations that support emergency management	2,300		2,300	2,300	2,300	2,300	
9	C	Area C Professional Development Training	EMPG	EMG	Training	Staff Expenses	1,000		1,000	1,000	1,000	1,000	
10	D	Area C Portable Communication Equipment & Accessories	EMPG	EMG	Equipment	Interoperable Communications Equipment	11,700		11,700	11,700	11,700	11,700	
11	E	Area C Cert Kits	EMPG	EMG	Equipment	Other Authorized Equipment	8,745		8,745	8,745	8,745	8,745	
12	A	Area D Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	121,000		121,000	121,000	121,000	121,000	
13	A	Area D Operating Expenses	EMPG	EMG	Organization	EMPG-Day to day activities/operations that support emergency management	32,577		32,577	32,577	32,577	32,577	
14	B	Area D Conferences and Workshops	EMPG	EMG	Planning	Conferences	6,000		6,000	6,000	6,000	6,000	
15	E	Area D Cert Equipment	EMPG	EMG	Equipment	Other Authorized Equipment	8,000		8,000	8,000	8,000	8,000	
16	A	Area E Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	138,953		138,953	138,953	138,953	138,953	
17	A	Area E Operating Expenses	EMPG	EMG	Organization	EMPG-Day to day activities/operations that support emergency management	74,610		74,610	74,610	74,610	74,610	
18	A	Area F Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	76,116		76,116	76,116	76,116	76,116	
19	A	Area G Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	104,454		104,454	104,454	104,454	104,454	
20	A	Area H (City of Los Angeles EMD) Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	607,139		607,139	607,139	607,139	607,139	
21	EMPG v1.12 - 2012A	County OEM Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	601,360		601,360	601,360	601,360	601,360	



Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Total Approved	Remaining Balance	Percentage Complete
22	A	LA County OEM Staff Supplies	EMPG	EMG	Organization	EMPG-Day to day activities/operations that support emergency management	25,000			25,000			
23	B	LA County OEM Emergency management Conferences and Workshops	EMPG	EMG	Planning	Conferences	35,000			35,000			
24	C	LA County OEM Professional Development Training	EMPG	EMG	Training	Staff Expenses	40,000			40,000			
25	D	LA County OEM Portable Communication Equipment & Accessories	EMPG	EMG	Equipment	Interoperable Communications Equipment	20,000			20,000			
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CALIFORNIA EMERGENCY MANAGEMENT AGENCY

ORGANIZATION

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

CFDA # 97.042 EMPG

LEDGER TYPE:	Initial Application
Today's Date:	September 14, 2012

County of Los Angeles

2012-0027

037-0000

Project	Organization	Funding Source	Disipline	Solution Area Sub-Category	Expenditure Category	Confirmation on File	Detail	Estimated Cost	Amount Approved	Amount This Request	Cash Request	Total Approved	Remaining Balance
A	Area A Staff S&EB	EMPG	EMG	EMPG-Staffing	EMPG-Staffing			4,458					1,970,205
A	Area A Operating Expenses	EMPG	EMG	EMPG-Staffing	EMPG-Staffing			6,000					6,000
A	Area B Staff S&EB	EMPG	EMG	EMPG-Staffing	EMPG-Staffing			65,563					65,563
A	Area B Operating Expenses	EMPG	EMG	EMPG-Staffing	EMPG-Staffing			22,675					22,675
A	Area C Staff S&EB	EMPG	EMG	EMPG-Staffing	EMPG-Staffing			88,000					88,000
A	Area C Operating Expenses	EMPG	EMG	EMPG-Staffing	EMPG-Staffing			2,300					2,300
A	Area D Staff S&EB	EMPG	EMG	EMPG-Staffing	EMPG-Staffing			121,000					121,000
A	Area D Operating Expenses	EMPG	EMG	EMPG-Staffing	EMPG-Staffing			32,577					32,577
A	Area E Staff S&EB	EMPG	EMG	EMPG-Staffing	EMPG-Staffing			138,953					138,953
A	Area E Operating Expenses	EMPG	EMG	EMPG-Staffing	EMPG-Staffing			74,610					74,610
A	Area F Staff S&EB	EMPG	EMG	EMPG-Staffing	EMPG-Staffing			76,116					76,116
A	Area G Staff S&EB	EMPG	EMG	EMPG-Staffing	EMPG-Staffing			104,454					104,454





CALIFORNIA EMERGENCY MANAGEMENT AGENCY  
EQUIPMENT

CFDA# 97.042 EMPG

LEADER TYPE: Today's Date:

County of Los Angeles

2012-0027

097-0000

Project	Equipment Description & Quantity	ICB #	ICB Title	Suppose	Funding Source	Specialty	Source	Make	ID in Agency	Creation & Disposition	Acquire Other	Acquirement	Start Date	End Date	Amount	Priority	Notes	Accounting
A	Area A Loss for Shelters	06CC-03-SATP	COTS		EMPG	EMG	Medical								15,000		No hold indicated	
D	Area C 12" OC charge for portable radios (1)	06CC-03-PRAC	Accessories, Portable Radio		EMPG	EMG	Interoperable Communication Equipment								2,200		No hold indicated	
D	Area C mobile antenna for portable radio (1)	06CC-03-PRAC	Accessories, Portable Radio		EMPG	EMG	Interoperable Communication Equipment								3,300		No hold indicated	
D	Area C portable radio (10)	06CC-03-PORT	Radio, Portable		EMPG	EMG	Interoperable Communication Equipment								5,000		No hold indicated	
D	Area C satellite phone (1)	06CC-03-SATP	Phone, satellite		EMPG	EMG	Interoperable Communication Equipment								1,200		No hold indicated	
E	Area C CBRT for (500) to include backpack, head set, vest, data mask, whistle, flashlight, batteries, marker.	21GH-03-CCEQ	Equipment, Citizen Corps		EMPG	EMG	Other Authorized Equipment								8,775		No hold indicated	
E	Area C CBRT equipment, 200 lbs vest, flashlight, batteries, marker, gloves, dust mask, goggles, and	21GH-03-CCEQ	Equipment, Citizen Corps		EMPG	EMG	Other Authorized Equipment								8,000		No hold indicated	
D	LA County satellite phone (1)	06CC-03-SATP	Phone, satellite		EMPG	EMG	Interoperable Communication Equipment								20,000		No hold indicated	

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

TRAINING

Attentions to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to refile and/or re-submit any altered financial Management Forms Workbook.

County of Los Angeles

2012-1027  
037-0000

CFDA# 97.042 EMPG

LEDGER TYPE:	Initial Application
Today's Date:	September 14, 2012

Project	Course Name	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Feedback Number	Training Activity	Total # Trainees(s)	Identified Host	EHP Approval Date	Part of a Procurement over 100k	Sole Source Involved	Estimated Cost	Amount Approved Previous	Amount This Request	Cash Request #	Total Approved	Remaining Balance
C	Area C professional development course	EMPG	EMG	Staff Expenses	Tuition								41,000					41,000
C	Area C professional development course	EMPG	EMG	Staff Expenses	Travel								500					
C	LA County OEM Staff professional development course	EMPG	EMG	Staff Expenses	Tuition								20,000					
C	LA County OEM Staff professional development course	EMPG	EMG	Staff Expenses	Travel								20,000					







CALIFORNIA EMERGENCY MANAGEMENT AGENCY

PERSONNEL

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County of Los Angeles

2012-0027  
037-0000

CFDA # 97.042 EMPG

LEDGER TYPE:	Initial Application
Today's Date:	September 14, 2012

Project	Employee Name	Project/Deliverable	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Dates of Payroll Period	Total Salary & Benefits charged for this Reporting	Total Project Hours	Cash Request	Total Cost Charged to Grant
A	Christine Parra	Manage DMAC Area A Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Debbie Pedrazzoli	Manage DMAC Area B Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	John Perado	Manage DMAC Area C Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Brenda Hunemiller	Manage DMAC Area D Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Rich Baanan	Manage DMAC Area E Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Cecce Cheno	Manage DMAC Area F Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Jennifer Fuller	Manage DMAC Area G Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Reinhold Harrison	Manage DMAC Area H Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Jeffrey Robinson	Manage DMAC Area I Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	James Featherstone	Manage LA City EMD (Area H) Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Anna Burton	Manage LA City EMD (Area H) Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Chris Josen	Manage LA City EMD (Area H) Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Carol Parks	Manage LA City EMD (Area H) Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Rob Freeman	Manage LA City EMD (Area H) Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Larry Meyerhofer	Manage LA City EMD (Area H) Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Alan Piliuan	Manage LA City EMD (Area H) Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	La Cheryl Bell	Manage LA City EMD (Area H) Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Owen Lin	Manage LA County CEOC Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Keith Harrison	Manage LA County CEOC Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Ronald Wade	Manage LA County CEOC Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Steve Liberman	Manage LA County CEOC Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Astry Patta	Manage LA County CEOC Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Jeanne O'Donnell	Manage LA County CEOC Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Jeff Terry	Manage LA County CEOC Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Jeffrey Reeb	Manage LA County CEOC Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Michael Hooper	Manage LA County CEOC Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Kenneth Kondo	Manage LA County CEOC Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Alisa Williams	Manage LA County CEOC Operations	EMPG	EMG	Organization	EMPG-Staffing					
A	Klaus Kreilmann	Manage LA County CEOC Operations	EMPG	EMG	Organization	EMPG-Staffing					



CALIFORNIA EMERGENCY MANAGEMENT AGENCY

MATCH

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CFDA # 97.042 EMPG

LEDGER TYPE:	Initial Application
Today's Date:	September 14, 2012

County of Los Angeles

2012-0027  
037-0000

Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Type of Match	Total Obligated Match	Previous Match	Current Match	Cost Request #	Total Match Expended	Remaining Balance	Percentage Complete
A	Area A Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	In-kind Match	4,458					2,121,650	
A	Area A Operating Expenses	EMPG	EMG	Organization	EMPG-Day to	In-kind Match	6,000					5,000	
A	Area A Cots for Shelters	EMPG	EMG	Equipment	Medical	In-kind Match	16,000					16,000	
E	Area A Cert Supplies	EMPG	EMG	Planning	Community	In-kind Match	5,000					5,000	
A	Area B Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	In-kind Match	22,675					69,553	
A	Area B Operating Expenses	EMPG	EMG	Organization	EMPG-Day to	In-kind Match	88,000					22,675	
A	Area C Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	In-kind Match	2,300					3,410	
A	Area C Operating Expenses	EMPG	EMG	Organization	EMPG-Day to	In-kind Match	1,000					2,800	
C	Area C Professional Development Training	EMPG	EMG	Training	Staff Expenses	In-kind Match	11,700					3,700	
D	Area C Portable Communication Equipment	EMPG	EMG	Equipment	Interoperable	In-kind Match	8,745					17,250	
E	Area C Cert Kits	EMPG	EMG	Equipment	Other	In-kind Match	32,577					32,577	
A	Area D Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	In-kind Match	121,000					131,000	
A	Area D Operating Expenses	EMPG	EMG	Organization	EMPG-Day to	In-kind Match	6,000					6,000	
B	Area D Conferences and Workshops	EMPG	EMG	Planning	Conferences	In-kind Match	8,000					8,000	
E	Area D Cert Equipment	EMPG	EMG	Equipment	Other	In-kind Match	138,953					138,953	
A	Area E Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	In-kind Match	74,610					74,610	
A	Area E Operating Expenses	EMPG	EMG	Organization	EMPG-Day to	In-kind Match	75,116					75,116	
A	Area F Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	In-kind Match	104,454					104,454	
A	Area F Operating Expenses	EMPG	EMG	Organization	EMPG-Staffing	In-kind Match	607,139					607,139	
D	Area H (City of Los Angeles EMD) Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	In-kind Match	601,360					601,360	
A	LA County OEM Staff S&EB	EMPG	EMG	Organization	EMPG-Staffing	In-kind Match	25,000					25,000	
A	LA County OEM Staff Supplies	EMPG	EMG	Organization	EMPG-Day to	In-kind Match	35,000					35,000	
B	LA County OEM Emergency management	EMPG	EMG	Planning	Conferences	In-kind Match	40,000					40,000	
C	LA County OEM Professional Development	EMPG	EMG	Training	Staff Expenses	In-kind Match	20,000					20,000	
D	LA County OEM Portable Communication	EMPG	EMG	Equipment	Interoperable	In-kind Match							



CALIFORNIA EMERGENCY MANAGEMENT AGENCY

AUTHORIZED AGENT

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

CFDA #: 97.042 EMPG

County of Los Angeles

2012-0027  
037-0000

Supporting Information for Reimbursement/Advance of State and Federal Funds

This request is for an/a: Initial Application

This claim is for costs incurred within the grant expenditure period from and does not cross fiscal years.

(Beginning Expenditure Period Date) through (Ending Expenditure Period Date)

(Cash or Mod Request #)

(Amount This Request)

Under Penalty of Perjury I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

Statement of Certification - Authorized Agent

This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal EMA policy and program guidelines. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget. For HSGP: All equipment and training procured under this grant must be in support of the development or maintenance of an identified team or capability.

Keith Harrison, Acting Administrator OEM, Chief Program Specialist CEO

*Keith Harrison*

Printed Name and Title

Signature of Authorized Agent

September 14, 2012

Date

Please reference the Instructions Page under the "Authorized Agent" section for instructions/address on where to mail workbook

**AUTHORIZED AGENTS  
EMERGENCY MANAGEMENT PERFORMANCE GRANTS**

**William T Fujioka**, Chief Executive Officer ✓  
713 Kenneth Hahn Hall of Administration  
500 W. Temple Street, Los Angeles, CA 90012  
Phone: (213) 974-1101  
Fax: (213) 613-0713  
E-mail: [bfujioka@ceo.lacounty.gov](mailto:bfujioka@ceo.lacounty.gov)

**Brence Culp**, Chief Deputy Chief Executive Officer ✓  
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**Georgia Mattera**, Assistant Senior Chief Executive Officer ✓  
713 Kenneth Hahn Hall of Administration  
500 W. Temple Street, Los Angeles, CA 90012  
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**Keith Harrison**, Chief Program Specialist, Chief Executive Office ✓  
Acting Administrator, Office of Emergency Management  
1275 N. Eastern Avenue, Los Angeles, CA 90063  
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**Ronald E. Wade**, Chief Program Specialist, Chief Executive Office ✓  
Assistant Administrator, Office of Emergency Management  
1275 N. Eastern Avenue, Los Angeles, CA 90063  
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For Programmatic and Operational Issues:

**Ashu Palta**, Program Manager  
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**RECEIVED**  
**JUN 26 2012**  
**CALIFORNIA EMERGENCY  
MANAGEMENT AGENCY**



William T Fujioka  
Chief Executive Officer

COUNTY OF LOS ANGELES  
**Office of Emergency Management**  
1275 North Eastern Avenue  
Los Angeles, California 90063  
(323) 980-2260



Keith Harrison  
Acting Administrator

August 20, 2012

Ms. Sherryl Jones  
California Emergency Management Agency  
Southern Region  
4671 Liberty Avenue  
Los Alamitos, CA 90720-5158

**UPDATED LIST OF AUTHORIZED AGENTS,  
EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Dear Ms. Jones:

The Fiscal Year 2012 Emergency Management Performance (EMPG) Recipient Subgrant Guide for Local Governments states that if the Governing Body Resolution (GBR) identified Authorized Agents by title/position, changes can be made through formal correspondence. This letter will serve to identify and submit the new Authorized Agent information to the California Emergency Management Agency (CalEMA).

This is to advise you that the County of Los Angeles is updating the listing of authorized agents for documents relating to the 2012 and prior EMPG grant years. The updated list has been attached to this letter.

If you have any questions regarding this submission, you may contact Ashu Palta at (323) 980-2268.

Sincerely yours,

Keith Harrison, Acting Administrator  
Los Angeles County Office of Emergency management

KH::AP:ap

Attachment

**AUTHORIZED AGENTS  
EMERGENCY MANAGEMENT PERFORMANCE GRANTS**

**William T Fujioka**, Chief Executive Officer  
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**For Programmatic and Operational Issues:**

**Ashu Palta, Program Manager**  
Office of Emergency Management  
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Fax: (323) 881-6897  
Cell: (213) 458-6351  
E-Mail: [apalta@ceooem.lacounty.gov](mailto:apalta@ceooem.lacounty.gov)

**GOVERNING BODY RESOLUTION**

BE IT RESOLVED BY THE Board of Supervisors  
(Governing Body)

OF THE County of Los Angeles THAT  
(Name of Applicant)

Chief Executive Office OR  
(Name or Title of Authorized Agent)

Chief Deputy, Chief Executive Office OR  
(Name or Title of Authorized Agent)

Senior Assistant, Chief Executive Office OR  
(Name or Title of Authorized Agent)

Chief Program Specialist, Chief Executive Office OR  
(Name or Title of Authorized Agent)

Administrative Services Manager III, Chief Executive Office,  
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Certification**

I, \_\_\_\_\_, duly appointed and  
(Name)

\_\_\_\_\_ of the Los Angeles County Board of Supervisors  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Supervisors of the County of Los Angeles on the  
(Governing body) (Name of Applicant)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Official Position)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**FY12 Emergency Management Performance Grant  
Agreement Articles, Assurances, Certifications, Terms, and Conditions**

**FEDERAL AGREEMENT ARTICLES**

**Article I - Administrative Requirements**

The administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

**Article II - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree-and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS. 2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. 6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

**Article III - Lobbying Prohibitions**

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.

#### **Article IV - Acknowledgement of Federal Funding from DHS**

All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article V - Copyright**

All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

#### **Article VI - Use of DHS Seal, Logo and Flags**

All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article VII - Activities Conducted Abroad**

All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article VIII - Fly America Act of 1974**

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article IX - GPD - Drug-Free Workplace Regulations**

All recipients of financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 44 CFR Part 17.

#### **Article X - GPD - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced



labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR § 175.15.

#### **Article XI - Civil Rights Act of 1964**

All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **Article XII - Civil Right Act of 1968**

All recipients of financial assistance will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).

#### **Article XIII - Americans with Disabilities Act of 1990**

All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

#### **Article XIV - Age Discrimination Act of 1975**

All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### **Article XV - Title IX of the Education Amendments of 1972**

All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

#### **Article XVI - Rehabilitation Act of 1973**

All recipients of financial assistance will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article XVII - Limited English Proficiency**

All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

#### **Article XVIII - Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. § 2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

#### **Article XIX - Clean Air Act of 1970 and Clean Water Act of 1977**

All recipients of financial assistance will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

#### **Article XX - Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

#### **Article XXI - National Environmental Policy Act (NEPA) of 1969**

All recipients of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

#### **Article XXII - National Flood Insurance Act of 1968**

All recipients of financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.

#### **Article XXIII - Flood Disaster Protection Act of 1973**

All recipients of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

#### **Article XXIV - Coastal Wetlands Planning, Protection, and Restoration Act of 1990**

All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

#### **Article XXV - USA Patriot Act of 2001**

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

#### **ASSURANCES**

The applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements. See Article I above. The applicant also specifically assures and certifies that it:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Controller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. See Article II above.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. See Articles XI, XII, XIII, XIV, XV, and XVI, above. In addition, the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. And any other nondiscrimination provisions in the specific statute(s) under which

application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33.3), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more; and the National Flood Insurance Act of 1968. See Articles XXII and XXIII.
11. Will comply with environmental standards which may be prescribed pursuant to the following: institution of environmental quality control measures under NEPA as amended, see Article XXI; Article XIX; Article XXIV; and Executive Order (EO) 11514; notification of violating facilities pursuant to EO 11738; evaluation of flood hazards in floodplains in accordance with EO 11988; assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Any applicant that is proposing a construction project should pay special attention to the EHP requirements contained in Part VI (B, 5.7) of the Guidance.

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance. See Article XX.
15. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

17. Will comply with Homeland Security Presidential Directive (HSPD)-5, *management of Domestic Incidents*. The adoption of the NIMS is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program. This includes all requirements, restrictions and regulations identified in the California Emergency Management Agency (Cal EMA) Fiscal Year 2012 Emergency Management Performance Grant (EMPG) Program - California Supplement to the Federal Program Funding Opportunity Announcement.
19. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
20. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
21. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
22. Will comply with Public Law (PL) 109-282 (Federal Funding Accountability and Transparency Act of 2006), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in FEMA GPD Information Bulletin NO. 350. If the subgrantee in the preceding year did not get 80% or more of its annual gross revenues from Federal Awards, and \$25M or more in annual gross revenues from Federal Awards, and the public does have access to information about the compensation of the senior executives of the entity, then the subgrantee is not subject to the FFATA Financial Disclosure requirements.

## CERTIFICATIONS

### 1. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. See Article III.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT):

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR, Part 17:

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. CERTIFICATIONS REGARDING DRUG-FREE WORKPLACE REQUIREMENTS: This certification commits the applicant to compliance with the certification requirements under 44 CFR, Part 17 *Government-wide Requirements for Drug-Free Workplace (Grants)*. See Article IX.

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

#### 4. SWEATFREE CODE OF CONDUCT:

- a. All applicants contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the subgrant have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The applicant further declares under penalty of

perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The applicant agrees to cooperate fully in providing reasonable access to the applicant's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

5. **DOMESTIC PARTNERS:** For subgrants executed or amended after July 1, 2004, the applicant may elect to offer domestic partner benefits to the applicant's employees in accordance with Public Contract Code section 10295.3. However, the applicant cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

### **TERMS AND CONDITIONS**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Applicant needs to be aware of the following provisions regarding current or former state employees. If subgrantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

#### *Current State Employees (Public Contract Code §10410):*

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

#### *Former State Employees (Public Contract Code §10411):*

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If applicant violates any provisions of above paragraphs, such action by applicant shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

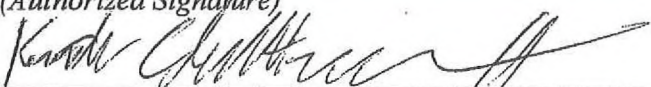
2. **LABOR CODE/WORKERS' COMPENSATION:** Applicant needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and applicant affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)



- 3. AMERICANS WITH DISABILITIES ACT: Applicant assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 4. APPLICANT NAME CHANGE: An amendment is required to change the applicant's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- 5. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the applicant shall not be:
  - (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
  - (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
  - (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and applicant may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the applicant has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective jurisdiction to the assurances and certifications listed above.

<i>Jurisdiction (Printed)</i>	
<i>County of Los Angeles</i>	
<i>By (Authorized Signature)</i>	
	
<i>Printed Name and Title of Person Signing</i>	
<i>Keith Harrison, Acting Administrator OEM, Chief Program Specialist, CEO</i>	
<i>Date Executed</i>	<i>August 20, 2012</i>

## FY12 Emergency Management Program Grant Application Checklist

<b>Subgrantee Name: County of Los Angeles</b>				
<b>Cal EMA ID #037-0000</b>				
Checklist Items	Yes	No	N/A	Comments
<b>I. Grant Award Face Sheet</b>				
1. The Grant Recipient is complete (Example: County of Sacramento or Sacramento County).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1a. The nine digit Federal DUNS number for the County is provided and is current, per <a href="https://www.bpn.gov/CCRSearch/Search.aspx">https://www.bpn.gov/CCRSearch/Search.aspx</a> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. The Implementing Agency information is complete.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2a. The nine digit Federal DUNS number for the Implementing Agency is provided and is current, per <a href="https://www.bpn.gov/CCRSearch/Search.aspx">https://www.bpn.gov/CCRSearch/Search.aspx</a> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Implementing Agency Address is complete, including all nine digits of the Zip Code.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. The location of the Project is provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. The Program Title is provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. The Performance Period is exactly the same as on the Supplemental Guide. Dates must include Month, Day, and Year (i.e. 7/1/12 – 6/30/2013).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. The OA's FY12 EMPG allocated funds are identified under "B. Federal, and the funding amounts are exactly the same as identified in the FY12 EMPG California Supplement to the Federal Program Funding Opportunity Announcement."	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7D - 7E. The match is identified and in the correct box(s) (cash or in-kind).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7-G. Total Project Cost is the sum of 7B and 7F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14. Is Section 14 signed, in blue ink, by the person authorized by the Governing Board to sign and accept the grant?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
In Section 14, the Zip Code +4 is provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Federal Employer ID number is provided with all nine digits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
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<b>II. Authorized Body &amp; Contact Information</b>				
Information is completed for each Authorized Agent under "Additional Authorized Agent" contact information.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
"Contacts Name" section is filled out for those individuals who are going to be everyday grant contacts and are not Authorized Agents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>III. FFATA Financial Disclosure</b>				
Does the FFATA Financial Disclosure apply to the OA?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If not, is the box checked stating, "Not Subject to FFATA Financial Disclosure?"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>IV. Project Description</b>				
Have they identified a National Preparedness Goal Core Capabilities and Cal EMA Strategic Plan Objective as identified in Section Seven of the FY12 EMPG California Supplement to the Federal Program Funding Opportunity Announcement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project Description is completed for each Project and gives sufficient details for readily identifying their intended activities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Need for the Project is filled out.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6 month and 12 month Project Milestones are supplied.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>V. Project Ledger</b>				
Item numbers are not duplicated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMPG' is selected for the Funding Source.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMG' is selected for the Discipline.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area is completed with proper category selected.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed with proper category selected.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Total Obligated amount is complete (Whole Dollar Amounts).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Match Amount is provided for each line item.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
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<b>VI. Planning</b>				
Project letter is correct (Based on Project Ledger).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMPG' is selected for the Funding Source.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMG' is selected for the Discipline.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Estimated cost is completed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>VII. Organization</b>				
Project letter is correct (Based on Project Ledger).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMPG' is selected for the Funding Source.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMG' is selected for the Discipline.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Estimated cost is completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>VIII. Equipment</b>				
Project letter is correct (Based on Project Ledger).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
AEL numbers are correct per allowable categories identified in the FY12 EMPG California Supplement to the Federal Program Funding Opportunity Announcement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
AEL Title is complete and corresponds to the AEL number.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If applicable, has SAFECOM consultation occurred?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMPG' is selected for the Funding Source.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMG' is selected for the Discipline.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does it require an EHP approval (Hold Trigger)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Estimated cost is completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
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<b>IX. Training</b>				
Project letter is correct (Based on Project Ledger).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMPG' is selected for the Funding Source.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMG' is selected for the Discipline.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Estimated cost is completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>X. Exercise</b>				
Project letter is correct (Based on Project Ledger).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
'EMPG' is selected for the Funding Source.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
'EMG' is selected for the Discipline.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Estimated cost is completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>			

<b>XI. M&amp;A</b>				
Project letter is correct (Based on Project Ledger).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Consultant Firm & Consultant Name is completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Activity is completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
'EMPG' is selected for the Funding Source.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
'EMG' is selected for the Discipline.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Estimated cost is completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

<b>XII. Consultant - Contractor</b>				
Project letter is correct (Based on Project Ledger).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
Consultant Firm/Consultant Name is completed (If Known).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Project & Description of Services is completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
'EMPG' is selected for the Funding Source.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
'EMG' is selected for the Discipline.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

<b>XIII. Personnel</b>				
Project letter is correct (Based on Project Ledger).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Employee Name is completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project & Description of Services is completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMPG' is selected for the Funding Source.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMG' is selected for the Discipline.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>XIV. Match</b>				
Project letter is correct (Based on Project Ledger).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the Project Name completed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMPG' is selected for the Funding Source.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
'EMG' is selected for the Discipline.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area is completed and matches the Project Ledger.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Total Obligated Match is completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>XV. Authorized Agent</b>				
Signed and dated by Authorized Agent (In Blue Ink)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
Authorized Agent's title is the same as on the Governing Body Resolution.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Initial Application is selected for type of request.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>XVI. Forms</b>				
<b><u>Governing Body Resolution</u></b>				
Is the Governing Body Resolution included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	It is included but not signed <i>USING ONE DATED MAY 15, 2012</i>
Was the Resolution approved/signed by the Board? (Note: Self Certification is not allowable.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The GBR is signed when the approved application is submitted to the BOS for acceptance
Were Authorized Agents listed by name or title/position?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Name	Title		

<b><u>Addendum to the Governing Body Resolution</u></b>				
Did the applicant supply a letter, on County letterhead, to identify the pertinent information of each person occupying the title/position authorized in the Resolution?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b><u>Grant Assurances and Certification</u></b>				
Is the Assurances and Certification form included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is it signed and dated with an authorized agent signature?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is title of authorized agent same as in the Governing Body Resolution?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b><u>Excess Funds Statement Form (Optional)</u></b>				
Is the Form included?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is the applicant information filled out completely?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Has an exact whole dollar amount been identified on the form?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is it signed and dated by an authorized agent?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

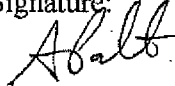
<b><u>Additional Project Using Excess Funds Form (Optional)</u></b>				
Is the Form included?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	



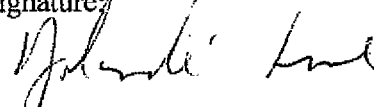
Checklist Items	Yes	No	N/A	Comments
Was a Project Name provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Have all information fields been filled out completely?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	


<u>Additional Project using Excess Funds Detailed Budget (Optional)</u>				
Is the Form included?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Have all applicable fields been filled out completely?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

**I hereby certify this Grant Application Checklist is accurate and complete to the best of my knowledge.**

<u>Applicant</u>		
Printed: Ashu Palta	Signature: 	Date: 8/20/12

<u>Cal EMA Territory Representative:</u>		
Printed:	Signature:	Date:

<u>EMPG Regional Lead:</u>		
Printed: Yolande Love	Signature: 	Date: 9/14/12

<u>Office of Grants Management Program Specialist:</u>		
Printed: Cheryl McCorkle	Signature: 	Date: 9/17/12



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# Exhibit F

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EXHIBIT F

LOS ANGELES COUNTY  
 DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION  
**Emergency Management Performance Grant**  
**REIMBURSEMENT FORM**

SECTION A: SUBMITTING YOUR CLAIMS					
Please submit <b>legible</b> supporting documents, files and completed reimbursement forms (see instructions in workbook for details) at: <p style="text-align: center;"><a href="mailto:Grants@auditor.lacounty.gov">Grants@auditor.lacounty.gov</a></p> In the event e-mail is not available you can mail your claims to (please do <b>not</b> fax or send duplicates): Department of Auditor-Controller Shared Services Division / Attn: Grants Unit 3470 Wilshire Blvd., Suite 812 Los Angeles, CA 90010	<b>1. Enter Grant Year:</b> <div style="border: 1px solid black; width: 40px; text-align: center; margin: 5px;">20__</div> <b>Period of claim</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: small;">FROM</td> <td style="width: 50%;"></td> </tr> <tr> <td style="font-size: small;">TO:</td> <td></td> </tr> </table>	FROM		TO:	
FROM					
TO:					

SECTION B: SUB-RECIPIENT'S INFORMATION		
1. Sub-recipient's Name: (reimbursement check will be made payable to the name enter here)	3. Taxpayer ID	4. Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary)		4. Contact's phone:
		4. Contact's e-mail:

SECTION C: DETAIL CLAIM INFORMATION					
Project	Item	Reimbursable Expenditure Categories	Reimbursable Amount	Match Expenditure Categories	Match Amount
		Salary and Benefits (Organization)		Match Salaries	
		Operating Expenses (Organization)		Match Operating Expenses	
		Equipment		Match Equipment	
		Training		Match Training	
		Planning		Match Planning	
		Exercise		Match Exercises	
		Other		Match Other	
		Total Reimbursable Expenditures (Federal Funds Expended)	<b>\$0.00</b>	Total Match Expenditures (Local Sub-recipient Match Expended)	<b>\$0.00</b>
<b>TOTAL SUB-RECIPIENT EXPENDITURES</b>			<b>\$0.00</b>		

SECTION D: SUB-RECIPIENT'S CERTIFICATION	SECTION E: FOR SSD USE ONLY
Under Penalty of Perjury I certify that (please use the checkbox): <input type="checkbox"/> 1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances. <input type="checkbox"/> 2. All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.	<b>STAMP WITH RECEIVED DATE HERE:</b>          <b>ASSIGNED CLAIM TRACKING NO.:</b> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>
<b>3.</b> _____ <div style="display: flex; justify-content: space-between; width: 100%;"> <span>AUTHORIZED SIGNATURE</span> <span>DATE</span> </div>	
<b>4.</b> _____ <div style="display: flex; justify-content: space-between; width: 100%;"> <span>AUTHORIZED PRINTED NAME</span> <span>AUTHORIZED TITLE</span> </div>	
<b>5.</b> AUTHORIZED CONTACT INFORMATION (If different from Section B): PHON _____ E-MAI _____	

## Exhibit F

COUNTY OF LOS ANGELES  
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION  
**INSTRUCTIONS TO COMPLETE THE EMERGENCY MANAGEMENT PERFORMANCE GRANT  
REIMBURSEMENT FORM**

**Purpose of this form:**

To assist sub-recipients in completing the Emergency Management Performance Grant Reimbursement form. For questions or suggestions please use our e-mail below to contact shared services. Please do not send these instructions to us, they are to be used for your guidance only.

**SECTION A: General Instructions For Submission of Claims**

Please help us expedite the process of your Emergency Management Performance Grant claims by:

- Completing the reimbursement forms correctly and according to these instructions.
- Submitting your claims using our e-mail --> **Grants@auditor.lacounty.gov** (please do not fax documents). \*\*\* Also cc the grants program manager (Ashu Palta at **apalta@ceooem.lacounty.gov**) on all claims submitted \*\*\*
- Sending your claims only once (we do not require original documents and duplicates will slow down our process).
- Ensuring that all documents attached to your claims are legible.
- Submitting claims timely. We do **not** guarantee the process of claims that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

**SECTION B: Sub Recipient's Information**

1. Please enter the name of the agency requesting the reimbursement. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for LA County departments.
3. Please enter the taxpayer ID# of the governmental entity requesting reimbursement.
4. Please enter the information of the person that can assist us with detail claim questions.

**SECTION C: Details Claims Information**

\*\*\* Please indicate the project and item as indicated in the budget workbook that is related to your respective claim \*\*\*

- For **Organization expenses (salaries and employee benefits and operating expenses)**: see below
- For **Salaries and Benefits (S&EB)**: Provide actual charges, timecards, payroll register, actual benefits or development of benefit rates with claim
- For **Operating Expenses**: If the expenditures that you are claiming were purchased thru a vendor or contractor, please make sure that you provide the following documentation with your claim:
  - a. **Copy of the invoice**: Please attach an invoice that provides sufficient information to be used as a cross reference with the description in the grant workbook. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project and item #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
  - b. **Copy of the purchase order**



- c. Proof of payment of the invoice: The proof of payment can be the corresponding copy of the bank's cleared check.
- d. Calculations for use tax paid: When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
- e. Proof of payment of the use tax: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
- f. Federal Debarment Listing (if applicable): Please provide a screen print out of the queried Federal Debarment Listing at <http://www.epls.gov/epls/search.do>. The listing needs to be queried prior to the purchase of the items being claimed. This will certify that the vendor is allowed by the state.
- g. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please indicate if you selected the vendor through a bid or a sole source process
  - a. Sole Source State Approval: for non-bid purchases of \$100,000 or more to a single vendor, please attach the sole source approval from the State. The approval needs to be requested from the State prior to the purchase of the items.
- For **Equipment** expenditures : If the expenditures that you are claiming were purchased thru a vendor or contractor, please make sure that you provide the following documentation with your claim:
  - h. Copy of the invoice: Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project and item #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
  - i. Copy of the purchase order
  - j. Print out of the corresponding AEL # (Authorized Equipment List number). The AEL listing can be found at: [https://www.rkb.us/fema\\_grants.cfm](https://www.rkb.us/fema_grants.cfm)
  - k. Proof of payment of the invoice: The proof of payment can be the corresponding copy of the bank's cleared check.
  - l. Calculations for use tax paid: When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
  - m. Proof of payment of the use tax: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
  - n. Federal Debarment Listing: Please provide a screen print out of the queried Federal Debarment Listing at <http://www.epls.gov/epls/search.do>. The listing needs to be queried prior to the purchase of the items being claimed. This will certify that the vendor is allowed by the state.
  - o. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please indicate if you selected the vendor through a bid or a sole source process
    - a. Sole Source State Approval: for non-bid purchases of \$100,000 or more to a single vendor, please attach the sole source approval from the State. The approval needs to be requested from the State prior to the purchase of the items.
  - p. Equipment Inventory Listing (Print out & Excel File): Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) do not write *N/A* or leave the corresponding space blank. Please ensure that the following information is in your listing: project letter and Item # (if applicable), equipment description, AEL #, AEL title, invoice #, vendor, total cost, invoice date, acquired date, serial # or ID Tag #, condition and disposition, deployed location and grant year
- For **Training** related expenditures please provide:
  - a. Documentation of actual expenditures Copy of the approved Training Feedback Number and State-Sponsored Training Reporting Form (with the tracking request #): Please add this form to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant



2. Please read and check the box provided if you are an authorized signator.
3. Please sign the claim if you are an authorized signator of your agency.
4. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.